

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

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In re	:	Chapter 11
	:	
CIRCUIT CITY STORES, INC., <i>et al.</i> ,	:	Case No. 08-35653 (KRH)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

**STIPULATION, AGREEMENT AND ORDER RELATING TO THE RESERVE WITH
RESPECT TO CONSUMER CREDIT PROGRAM AGREEMENT**

RECITALS:

A. Chase Bank USA, National Association, successor by merger with Bank One Delaware, National Association ("Chase") and Circuit City Stores, Inc. ("Debtor") were parties to that certain Consumer Credit Card Program Agreement, dated as of January 16, 2004 (as amended from time to time, the "Program Agreement"). Unless otherwise defined, capitalized terms utilized herein shall have the meanings ascribed to such terms in the Program Agreement or as defined below in the First Stipulation or Second Stipulation (each as defined below). Debtor and any entities designated as Authorized Entities under the Program Agreement shall be referred to, collectively, as "Circuit City." Additional background facts relating to the parties' relationship may be found in the First Stipulation and Second Stipulation and are incorporated herein by reference.

B. Pursuant to the Stipulation, Agreement and Order entered into by the parties hereto and ordered by the Court on December 23, 2008 (the "First Stipulation"), a Reserve was established by Chase on its books which has been used to debit and credit certain moneys owed to Chase by Circuit City and owed to Circuit City by Chase.

C. Pursuant to the Stipulation, Agreement and Order entered into by the parties hereto and ordered by the Court on February 26, 2009 (the "Second Stipulation"), the Program Agreement was rejected and terminated as of February 28, 2009, the parties agreed to certain Reserve Deductions and, contemplating that by the end of June 2009 there would be no additional credits or debits to the Reserve, the parties agreed the balance of the Reserve would be paid to Circuit City on June 30, 2009.

D. As of May 31, 2009, the balance of the Reserve was \$1,848,862.28.

E. The parties now recognize that there will not be a final reconciliation of the Reserve by June 30, 2009 because there are debits or credits which are still being applied to the Reserve.

F. Notice of this Stipulation, Agreement and Order has been given to (i) the Office of the United States Trustee for the Eastern District of Virginia, (ii) counsel to the official

committee of unsecured creditors, (iii) counsel to the agents for the Debtors' prepetition lenders, and (iv) counsel to the agents for the Debtors' postpetition lenders.

NOW, THEREFORE, it is hereby STIPULATED, CONSENTED AND AGREED TO, by and among the duly authorized attorneys for the respective parties hereto, as follows:

1. Reserve Deductions. Notwithstanding any of the time periods in Section 3 of the Second Stipulation, entitled "Reconciliation," Chase may continue to deduct from the Reserve beyond June 30, 2009 and Circuit City may dispute the specific amounts deducted from the Reserve by Chase, both as and to the extent provided in the First Stipulation and the Second Stipulation. Within five (5) Business Days after June 30, 2009, Chase shall deliver to Circuit City a Reserve Report as of such date and shall pay to Circuit City the balance, if positive, of the Reserve Account less \$350,000. Chase shall send to Circuit City a Reserve Report five (5) Business Days after July 31, 2009 and August 31, 2009, and Chase shall pay to Circuit City the balance of the Reserve, if positive, five (5) Business Days after September 30, 2009.
2. Notice. The Notice of this Stipulation, Agreement and Order given to the persons identified in Recital F above is sufficient and no further notice, hearing or motion is necessary or required.
3. Effective Date. This Stipulation, Agreement and Order shall be effective as of June 30, 2009, and shall not be stayed by operation of Rule 4001(a) (3) of the Federal Rules of Bankruptcy Procedure.
4. Binding Effect. This Stipulation, Agreement and Order shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Dated: Richmond, Virginia
June 26, 2009

STIPULATED AND AGREED TO:

CIRCUIT CITY STORES, INC., et al.
as Debtors and Debtors in Possession

By Counsel:

McGUIREWOODS LLP

By: /s/ Douglas M. Foley
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BANK ONE DELAWARE, N.A.,
n/k/a CHASE BANK USA, N.A.

By Counsel:

KUTAK ROCK LLP

By: /s/ Michael A. Condyles
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-and-

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* * *

ORDER

Upon consideration of the foregoing, it is hereby:

ORDERED, that the Stipulation is APPROVED in all respects and incorporated herein so that the recitals contained in the Stipulation are incorporated in this Order as findings of fact and that the agreements contained in the Stipulation are So Ordered; and it is further

ORDERED, that this Court shall retain jurisdiction to hear and determine all matters arising from or related to the Stipulation.

_____, 2009

United States Bankruptcy Judge

CERTIFICATE OF SERVICE

Pursuant to rule 9022-1(C), I hereby certify under penalty of perjury that all necessary parties have endorsed this Stipulation and Order.

Dated: Richmond, Virginia
June 26, 2009

Respectfully submitted,

By: /s/ Michael A. Condyles

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